

**IN THE  
UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF INDIANA  
FORT WAYNE DIVISION**

**-FILED-**  
**OCT 19 2020**  
At \_\_\_\_\_ M  
ROBERT N. TRGOVICH, Clerk  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA

Terry Lymon,  
2418 Palisade Dr.  
Ft. Wayne, In. 46806

Plaintiff

v.

Case No: 1:20-cv-00169-HAB-SLC

UAW LOCAL UNION 2209,  
5820 East 900 North  
Roanoke, In. 46783

Judge Holly Brady.

Defendant.

**NOTICE OF APPEAL**

Notice is hereby given that Pro se Plaintiff, Terry Lymon in the above named case hereby appeal to the United States Court of Appeals for the 7<sup>th</sup> Circuit from the order and opinion of the motion to dismiss from Judge Holly Brady entered in this action on the 24th day of September, 2020.

Pro se Plaintiff Terry Lymon hereby appeal Judge Brady's Motion to dismiss in its entirety.

Lymon appeal Judge Brady's opinion and order,

- 1) Title V11 complaints and fair representation complaints are separate claims therefore covered by separate statute of limitations.
- 2) Lymon's fair representation claims being time-barred under 6 month statute of limitations.
- 3) Lymon's discrimination claims being time-barred.
- 4) That the Local Union is not subjected to the grievance and appeals procedure that are governed by the International Union and the UAW Constitution.
- 5) The union did not act arbitrarily, discriminatory and in bad faith towards Lymon.
- 6) That Lymon previously knew of all of the breaches of fair representation and race discrimination acts perpetrated by the local union since 2004-2007-2011.
- 7) The local union participated in and was a part of Lymon's grievance and appeals procedures up until December 17, 2012.
- 8) Erroneous dates used in calculating the 6 month, 300 day statute of limitations based on the required involvement of the local union and based on the bylaws of the UAW Constitution.
- 9) Lymon's Title V11 claims are not time-barred based on the continuing violations doctrine.
- 10) Lymon's fair representation claims fall under the 300 day Title V11 statute of limitations.
- 11) Lymon did return to work after receiving the 64(d) letter to return to work and his doctors excuses were accepted by the personnel department therefore, there was no 64(d) violation.

- 12) The IMO that Lymon was ordered to see was not an impartial IMO.
- 13) GM nor the local union told Lymon to report back to work based on the results of the IMO not did they inform Lymon of the results of the IMO.
- 14) The Local Union and GM conspired to change paragraph 43(b) and 43(b)(3) of the Collective Bargaining Agreement.
- 15) Gm and local union 2209 conspired to conceal from Lymon the fact that they did not allow Lymon's grievance to go to the 4<sup>th</sup> step of the grievance procedure.
- 16) Lymon's EEOC/ICRC complaint was received on April 23, 2012.
- 17) Lymon's fair representation claims and race discrimination claims against Local Union 2209 are not outside of the scope of his EEOC/ICRC complaint.
- 18) Lymon names the Local Union 2209 by name as the Respondent and provides the address on his EEOC/ICRC Complaint.
- 19) Lymon stated in his narrative that the Respondent, Local Union 2209 withdrew his grievance thereby denying him fair representation and inhibited Lymon from filing a timely appeal.
- 20) The union was in collusion with GM when they agreed to terminate Lymon based on the IMO results.
- 21) The union knew that Lymon was terminated for the IMO results before he went to see the IMO.
- 22) Lymon was terminated and then he was sent to see the IMO.
- 23) There was no grievance written for Lymon when he went to see the IMO at the second step of the grievance procedure.
- 24) Lymon was not notified that his grievance had been withdrawn for 7 years.

25) While Lymon pursued the internal union grievance and appeals procedure in accordance with the UAW Constitution the statute of limitations were tolled.

Respectfully Submitted,

/s/ Pro se Plaintiff, Terry Lymon

2418 Palisade Dr.

Fort Wayne, In. 46806

260-804-4010

I certify that on this 19 day of October, 2020 the foregoing was served upon the following persons, by United States mail pre-paid.

UAW Local Union 2209

5820 East 900 North

Roanoke, In. 46783.

/s/ Terry lymon

2418 Palisade Dr.

Ft. Wayne, In. 46806.